

EXHIBIT C
(Amendment)

AMENDMENT TO THE LOAN AGREEMENT AND PROMISSORY NOTE

THIS AMENDMENT dated May 22, 2015 (the “Amendment”) is entered into between HENDRICKS RESOURCES, LIMITED, a Jersey company (“Hendricks”) and OMNIS MINERAL TECHNOLOGIES, LLC, a Delaware limited liability company (“Omnis”) to amend the following agreements: (i) the Loan Agreement dated March 29, 2015 among Omnis as borrower and Hendricks as lender (the “Loan Agreement”); and (iii) Convertible Promissory Note dated March 29, 2015 among Omnis as borrower and Hendricks as lender (the “Note”).

In consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties amend the Project Agreement, Loan Agreement and Note as follows:

1. Amendments to the Loan Agreement and Note. The Loan Agreement and Note are hereby amended as follows:

a. Increase in Loan Amount. The amount of the Loan is increased from \$1,000,000 to \$2,000,000. Hendricks will advance the additional \$1,000,000 in borrowed funds no later than three business days after execution of this Amendment. Upon Hendricks advancement of the additional \$1,000,000, the outstanding principal balance on the Note will increase from \$1,000,000 to \$2,000,000. Further, the period where Borrower cannot prepay the Note shall extend until the second anniversary of the date of this Amendment. The interest rate for the Loan (including the additional \$1,000,000) will remain the same at a fixed rate of 5% per annum.

b. Non-Circumvention. Hendricks acknowledges that the Technology is valuable and unique and accordingly Hendricks agrees that during the term of any license granted to a Project LLC (as that term is defined in the Project Agreement) and for two years after termination of the last remaining license to a Project LLC, Hendricks shall not disclose any confidential aspect of the Technology to any third party without the prior approval of Omnis, unless that third party has signed a non-disclosure agreement with Hendricks prior to any such disclosure. During the term of Hendricks exclusive right to participate in any project to construct a Plant as set forth in Section 5 of the Loan Agreement, Hendricks shall not, directly or indirectly: (a) enter into any agreement or arrangement that does not include Omnis or any of its affiliates that is similar to the arrangement between Hendricks and Omnis set forth in the Project Agreement with respect to the use of any technology (other than the Technology) concerning the conversion of coal products or by-products into Products; (b) reverse engineer or attempt to reverse engineer the Technology, or (c) derive any commercial benefit from the Technology other than as expressly contemplated in the Project Agreement, that certain agreement effective as of April 13, 2015 among Hendricks Fuels, LLC, Omnis and Starstone Asia Limited or any other agreement among Hendricks or any of its affiliates and Omnis or any of its affiliates.

c. Representations and Warranties. Each Party represents and warrants that such Party’s representations and warranties set forth in the Loan Agreement are true and correct as of the date of this Amendment.

d. Precedence. The terms of this Amendment take precedence over the terms of the Loan Agreement and the Note; therefore, if there is any inconsistency between the terms of this Amendment and the Loan Agreement or the Note, the terms of this Amendment shall prevail. All capitalized terms not defined in this Amendment have the same meaning as defined in the Loan Agreement.

2. Other Changes. The parties acknowledge that all of the other binding terms and conditions of the Loan Agreement and Note shall remain in full force and effect in accordance with their terms.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will for all purposes be deemed to be an original but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and caused this Amendment to be duly executed as of the date first set forth above.

HENDRICKS RESOURCES LIMITED

By: J.A.M

Name: Julian McIntyre, Director

Title: Director

OMNIS MINERAL TECHNOLOGIES, LLC

By: S.K.H

Name: Simon K. Hodson, Chief Executive Officer

9671370

Signature Page for Amendment